

Board Office Use: Legislative File Info.	
File ID Number	25-1568
Introduction Date	6/25/25
Enactment Number	
Enactment Date	



# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer  
Rebecca Lacocque, Director of High School Learning  
Tatiana Newman-Wade, Work-Based Learning Coordinator

**Meeting Date** June 25, 2025

**Subject** Memorandum of Understanding – OUSD-Workplace Training Partners - 2025 ECCCO Internship Program

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**Ask of the Board** Ratification by the Board of Education of a Memorandum of Understanding (MOU) by and between the District and Girls Inc. of Alameda County, Oakland, CA, for the latter to formalize a partnership as the Workplace Training Partner for the Exploring College, Career, and Community Options (ECCCO) Student Internship Program. This MOU outlines key areas, including workforce readiness training, professional experience, and/or other orientation activities, Incident/Accident/Mandated Reporting, adherence to Federal, State, and Local Laws and Regulations, Legal Notifications, Indemnification, and Insurance provisions, for the period of June 9, 2025 through June 9, 2028, at no cost to the District.

**Background** The ECCCO Internship Program presents students from diverse backgrounds with an invaluable opportunity to gain real-world experience through internships during the summer months. Participants intern for 4 to 5 days a week, while also attending seminars on Fridays designed to enhance essential college and career readiness skills. The High School Linked Learning Office collaborates with various OUSD departments, programs, and local businesses to offer students meaningful hands-on learning experiences. OUSD staff members serve as ECCCO Advisors, providing continuous support and monitoring progress throughout the program. The experience culminates in a Demonstration of Mastery, where students showcase the skills and knowledge they have acquired.

**Discussion** The ECCCO Internship Program Memorandum of Understanding demonstrates compliance with current incident and accident reporting requirements, as well as adherence to federal, state, and local laws and regulations. It also addresses legal notices, indemnification, and insurance requirements. This MOU remains in effect for three years, unless terminated as stipulated in the MOU.

<b>Fiscal Impact</b>	All participating work training partners are participating at no cost. The exception is the Superior Court of Alameda County will be providing an amount not to exceed \$15,000.00 per year to cover the cost of student stipends.
<b>Attachment(s)</b>	<ul style="list-style-type: none"><li>● 2025 MOU OUSD Internship</li><li>● 2025 Work Training Commitment Form</li><li>● List of ECCCO Internship Hosts without contact info</li><li>● List of participating schools</li></ul>

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**Background** The ECCCO Internship Program presents students from diverse backgrounds with an invaluable opportunity to gain real-world experience through internships during the summer months. Participants intern for 4 to 5 days a week, while also attending seminars on Fridays designed to enhance essential college and career readiness skills. The High School Linked Learning Office collaborates with various OUSD departments, programs, and local businesses to offer students meaningful hands-on learning experiences. OUSD staff members serve as ECCCO Advisors, providing continuous support and monitoring progress throughout the program. The experience culminates in a Demonstration of Mastery, where students showcase the skills and knowledge they have acquired.

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## **MEMORANDUM OF UNDERSTANDING OUSD - WORKPLACE TRAINING PARTNERS**

This Memorandum of Understanding (“**Agreement**”) establishes the relationship between the Oakland Unified School District (“**District**”), a public school district, and, the Work Training Partner or Work Training Partner’s Affiliate Organization (as defined below) (“**Work Training Partner**”), an organization that coordinates workplace learning experiences for minors, including District students (each a “Party” and together, the “**Parties**”). The OUSD Work Training Commitment (as defined below) will be supplemental to the terms of this Agreement. In the event of any conflict between this Agreement and the OUSD Work Training Commitment, this Agreement shall control.

“**Affiliate Organization**” shall mean any entity or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with Work Training Partner.

“**Work Training Partner Program**” refers to the District’s internship and work training program where the District’s students may apply to gain Workplace Learning Experiences (as defined below) with the Work Training Partner.

“**Workplace Learning Experiences**” refers to the workforce readiness training, professional experience, and/or other orientation activities.

“**OUSD Work Training Commitment**” refers to the document which sets out the expectations and general details regarding the Work Training Partner Program between the Work Training Partner, the applicable student (each an “**Intern**”), and the Intern’s parent or guardian.

“**Worksite Location**” refers to the Work Training Partner’s site location where the applicable Interns shall be assigned to as part of the Work Training Partner Program.

### **I. Agreement**

#### **A. Work Permits**

1. Unless exempt from work permit requirements pursuant to Title 5, section 10121 of the California Code of Regulations, the Work Training Partner will not permit Interns to commence Worksite Location until all requirements of Education Code section 49110 *et seq.* have been satisfied.
2. The Work Training Partner, and not the District, shall be responsible for determining whether Title 5, section 10121 of the California Code of Regulations exemptions apply to any Worksite Location that are a part of its programs. Guidance for making this determination is visible at: <https://tinyurl.com/26pzshu5>.
3. To the extent that the Work Training Partner participates in completion of the Statement of Intent to Employ a Minor and Request for a Work Permit (i.e.,

California Department of Education Form B1-1), it shall ensure that all information therein is true and correct.

4. The District shall review materials received from the Work Training Partner to ensure completeness of information, as well as compliance with legal requirements, including (but not limited to) all applicable federal, state, county, or District COVID-19 guidance and orders.
5. The District shall issue work permits as appropriate.

B. Confidentiality and Data Privacy

With regards to student data shared, both the District and the Work Training Partner shall comply with all applicable privacy and confidentiality laws, including (but not limited to) the Family Educational Rights and Privacy Act ("FERPA"). Work Training Partner further agrees to ensure parental consent is obtained when applicable prior to commencing a Worksite Location in accordance with Title 34 section 99.30 of the Code of Federal Regulations. All confidentiality requirements will extend beyond the termination of this **Agreement**.

C. Compensation

The Work Training Partner agrees to participate in the Work Training Partner Program at no cost to the District. However, the District may at its sole discretion provide the Intern stipends for the Work Training Partner Program. For the avoidance of doubt, the dollar amount for the stipends shall be at the District's sole discretion.

## II. Term

- A. The Agreement shall commence on the date that it is fully executed and shall expire three (3) years thereafter, unless terminated earlier, or extended by amendment up to one year in accordance with California Education Code 17596.
- B. The duration of the Work Training Partner Program shall be during the applicable summer as noted in the OUSD Work Training Commitment.
- C. Either Party may terminate this Agreement in writing with thirty (30) days' notice, with or without cause.
- D. Due to Unforeseen Emergency or Acts of God. If there is an unforeseen emergency or an Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of District, the ability of the Work Training Partner to perform the Work Training Partner Program, District may terminate this Agreement upon seven (7) days prior written notice to the Work Training Partner. Upon approval by District legal counsel, the District Superintendent or an District Chief or Deputy may issue the termination notice without approval by the District Governing Board, in which case this Agreement would terminate upon ratification of the termination by the District Governing Board or seven (7) days after the notice was provided, whichever is later.

### **III. Compliance with Federal, State, and Local Laws and Regulations**

- A. The Work Training Partner shall comply with all applicable laws and regulations, including but not limited to the prohibition against unlawful discrimination against any Intern, employee, or other person participating in district programs and activities based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55 or Title IX, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610); as well as compliance with Education Code 45125.1 and California Labor Code section 6401.7. The Work Training Partner shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records within six months prior to the Intern's start date with the Work Training Partner and annually thereafter. The Work Training Partner confirms that no employee, subcontractor, volunteer, or agent who directly works with and/or supervises the Interns has been convicted of a felony, as that term is defined in Education Code section 45122.1. Upon request, the Work Training Partner shall provide the results of the fingerprinting, investigations, and subsequent arrest notifications to the District. The Work Training Partner agrees to ensure that employees, subcontractors, volunteers, or agents who are in contact with the Interns to complete a negative tuberculosis test performed within six months prior to the Intern's start date with the Work Training Partner.
- B. Work Training Partner shall adhere to any health or safety orders or requirements issued at the time of the execution of this Agreement or in the future by District or other public entities. If the Work Training Program takes place on site, Work Training Partner shall comply with all COVID-related policies and procedures imposed by state and local government.

### **IV. Incident/Accident/Mandated Reporting**

- A. Work Training Partner shall notify District, via email pursuant to Clause V(Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the Work Training Partner Program. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. Work Training Partner shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by District. Work Training Partner shall bear all costs of compliance with Clause IV.

- B. To the extent that a Work Training Partner individual is included on the list of mandated reporters found in Penal Code section 11165.7, Work Training Partner agrees to inform that Work Training Partner individual, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

## **V. Legal Notices**

Based on contact information set forth in Exhibit A, all legal notices provided for under this Agreement shall be sent: (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other Party. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either Party must give written notice of a change of mailing address or email.

## **VI. Indemnification**

The Work Training Partner shall defend, indemnify and hold harmless the District (including its governing board and governing board members, its officers, employees, contractors, and volunteers) from any and all claims, demands, actions or damages arising out of the Work Training Partner's performance of this Agreement, except for those claims, demands, actions or damages resulting solely from the negligence of the District.

## **VII. Insurance**

Both the District and the Work Training Partner shall maintain in full force and effect throughout the duration of this Agreement Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The requirements of automobile coverage may be specifically waived as noted in Exhibit A.

## **VIII. Assignment**

The obligations of the Work Training Partner under this Agreement shall not be assigned by the Work Training Partner without the express prior written consent of District and any assignment without the express prior written consent of District shall be null and void.

## **IX. No Rights in Third Parties.**

This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

## **X. Miscellaneous**

- A. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This Agreement may not



be changed except in writing executed by both Parties.

- B. This Agreement is governed by the laws of the State of California and City of Oakland, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
- C. This Agreement and all amendments and supplements to it may be executed in two or more counterparts, each of which shall be deemed an original agreement and all of which shall constitute one and the same agreement. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing party and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. This section constitutes a waiver by each party of the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
- D. The persons signing below certify by their signatures that they are authorized to sign this Agreement on behalf of the party they represent, and that this Agreement has been approved by said party.
- E. The Work Training Partner acknowledges that this Agreement is made as a General Offer by the District and the Work Training Partner agrees to accept it as such and acknowledges that the Agreement is executed and becomes binding upon proper signature of the Work Training Partner.

**REST OF PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the Parties have entered into this **Agreement** as of the day set forth below.

**Work Training Partner**

Name: kourtney andrada

Signature: kourtney andrada

Position: Sr. Director of School-Based Programs

Date: 3/19/25

**District**

Name: Sondra Aguilera

Signature: Sondra Aguilera

Position: Chief Academic Officer

Date: 5/29/2025

☐ Board President (for approvals)

☒ Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell

Signature: \_\_\_\_\_

Position: Superintendent

Date: \_\_\_\_\_

**Template approved as to form by OUSD Legal Department.**

Approved as to form by:



4/25/2025

Josh Cumming  
Project Attorney  
Office of the General Counsel

Date

## EXHIBIT A

1. **Insurance.** District has waived following automobile coverage insurance requirements. Written confirmation of a waiver (e.g., email from District Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.

☐ Automobile Insurance. Waiver typically available by District if transportation is not applicable as part of the Worksite Location.

### 2. Legal Notices

#### **District**

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060

Email: ousdlegal@ousd.org

#### **Work Site Partner**

Name/Dept:

Address:

City, ST Zip:

Phone:

Email:

## **OUSD WORK TRAINING COMMITMENT**

In accordance with Cal. Code Regs. Tit. 5, § 10071, this OUSD Work Training Commitment (“**Work Training Commitment**”) sets forth the expectations applicable to the Work Training Partner Program (as defined below) between Oakland Unified School District (“**OUSD**”), the host organization (“**Work Training Partner**”), the participating OUSD student (“**Student**” or “**Intern**”), and the Student’s parent or guardian.

“Work Training Partner Program” refers to OUSD’s internship and work training program where OUSD’s Students may apply to gain Workplace Learning Experiences (as defined below) with the Work Training Partner.

“Workplace Learning Experience” refers to the workforce readiness training, professional experience, and/or other orientation activities.

### **1. The Student agrees to:**

- a. Complete all applicable required forms for the Work Training Partner Program by the requested due date including the Stipend Offer Letter set forth in Exhibit A and W9 tax information.
- b. Complete assigned hours and tasks as directed by the Work Training Partner and/or OUSD.
- c. Comply with all OUSD and/or Work Training Partner’s policies and procedures
- d. If the Work Training Partner Program takes place remotely, comply with all technological use policies and procedures imposed by OUSD and/or Work Training Partner
- e. If the Work Training Partner Program takes place on site, comply with all social distancing and hygiene policies and procedures imposed by OUSD, Work Training Partner, and/or state and local government (including use of PPE and/or cloth face coverings)
- f. If the Work Training Partner Program takes place on site, be responsible for his/her own transportation to and from the Work Training Partner Program site. Students may not operate Work Training Partner motor vehicles during the course of the Work Training Partner Program duties.
- g. Seek assistance for workplace problems from supervising teacher and/or Work Training Partner supervisor
- h. Complete and submit all time sheets by the posted due dates
- i. Acknowledge that he/she is not entitled to wages or a salary for work performed during the Work Training Partner Program unless otherwise noted in the position description. The awarded stipend is not considered wages or salary.
- j. Acknowledge that he/she is not guaranteed a job at the conclusion of the Work Training Partner Program

### **2. The parent/legal guardian agrees to:**

- a. Give permission for the Student to participate in the Work Training Partner Program and all related activities

- b. Support the Student's effort to meet the terms of the agreement above
- c. Assume responsibility for the safety, supervision, and conduct of the Student while off site, and/or while traveling to and from Work Training Partner Program site
- d. Consent to the release of the relevant Student records/information to Work Training Partner as needed to support the Work Training Partner Program
- e. If Work Training Partner Program takes place on site, arrange/provide transportation as necessary to and from the Work Training Partner Program site. The Work Training Partner may not drive any Interns during the course of Work Training Partner Program duties.
- f. Read and understand intern position and program descriptions and requirements to receive elective credit and, if applicable, Work Training Partner Program stipend
- g. Acknowledge that the Student is not entitled to wages or a salary for work performed during the Work Training Partner Program unless otherwise noted in the position description.
- h. Acknowledge that OUSD will provide Accident Insurance at no cost to Student for use in the event of eligible student injury sustained in connection with Work Training Partner Program duties, but that neither OUSD nor the Work Training Partner will provide Workers' Compensation Insurance
- i. Acknowledge that the Student is not guaranteed a job at the conclusion of the Work Training Partner Program
- j. Release all claims for injury, damage or loss arising in connection with participation in program and activities to the extent permitted by law:
- k. I, \_\_\_\_\_[Parent/Guardian Name], parent/guardian of \_\_\_\_\_[Student Name], hereby release and discharge OUSD and Work Training Partner, including their respective officers, employees, agents, and volunteers, from any and all claims for injury, illness, death, loss or damage as a result of my child's participation in Work Training Partner Program and related activities to the extent permitted by law. If the Work Training Partner Program takes place remotely, I understand that there are risks associated with use of technology, and that these risks could result in economic loss, injury, disability, illness, or death. If the Work Training Partner Program takes place on site, I understand that there are risks associated with my child leaving his/her residence, including the possibility of contracting COVID-19, and that these risks could result in economic loss, injury, disability, illness or death. This release and discharge extends to include all such losses.

Parent/Guardian Initials: \_\_\_\_\_

**I. Optional Data Sharing Permission:**

☐ I grant permission to Oakland Unified School District to share with the Host Organization the following information about my child, to facilitate her/his/their success in the Program and in school, in accordance with 34 C.F.R. § 99.30.

- Class Schedule
- Recent Attendance Records
- Grade Point Average
- Recent Grades
- Contact information of pertinent case managers, counselors, advisors, or other support staff

Parent/Guardian Initials: \_\_\_\_\_

**3. OUSD agrees to:**

- a. Review and approve Student's Work Training Partner Program site placement and scope of Intern duties, including verification that, if Work Training Partner Program will take place on site, such on-site work is permitted under the operative state and local shelter-in-place orders
- b. Create an individual training plan for the Student which outlines the specific objectives or competencies that the Student is expected to accomplish at the worksite
- c. If Work Training Partner Program takes place remotely, access remote programming/online platform (e.g., drop into Zoom meeting, access Google drive, etc.) at least twice per semester
- d. If Work Training Partner Program takes place on site, provide all personal protective equipment ("PPE") required by state or local order, as well as training on how to wear/use said PPE
- e. If Work Training Partner Program takes place on site, visit the Student's Work Training Partner Program site in order to observe Student's Work Training Partner Program activities, as well as compliance with all social distancing and hygiene policies and procedures (including use of PPE and/or cloth face coverings), at least twice per semester
- f. Meet with the Work Training Partner Program supervisor/mentor at least twice per semester (High risk activities may require more)
- g. Communicate with school, parents or guardians, Intern, and Work Training Partner regarding Intern's performance, progress in Work Training Partner Program, grade, evaluation, etc. as necessary
- h. Maintain program/Student records for each Student's participation, including but not limited to the Student's individualized training plan, his/her Work Training Partner program hours and job site, Work Training Partner's report of Student's attendance and job performance, the teacher's consultations and observations, and the student's grade and credits earned
- i. Ensure the Work Training Partner is provided with OUSD reporting procedures and necessary contact information for any Student injuries during Work Training Partner Program duties
- j. If the Work Training Partner Program takes place remotely, provide technology (e.g., laptop and/or hotspot) that the Intern needs to participate, to the extent that Intern does not already have it
- k. Provide Student with Accident Insurance at no cost to Student for use in the event of eligible student injury sustained in connection with Work Training Partner Program duties

**4. The Work Training Partner agrees to:**

- a. Training and Oversight
  - i. Offer training similar to that which would be provided in a vocational school, including meaningful and challenging work for Student to do during each work day, consistent with the Student's specific objectives
  - ii. Provide \_\_\_\_\_ hours of work for the Student over the course of the Work Training Partner Program
  - iii. Complete the Student's time log each scheduled work day
  - iv. Review and communicate organization's expectations and any pertinent policies, procedures, or processes that student will need to know in order to be successful, including technological use policy in the event that Work Training Partner Program takes place remotely and Student is required to participate via an online platform
  - v. Guarantee that the participation in the Work Training Partner Program is for the benefit of the Student, that the Student will not replace the Work Training Partner's regular employees, and that the Work Training Partner derives no immediate advantage from the activities of the Student

- vi. Provide adequate adult supervision at all times, and provide encouragement, support, and job training to fulfill the work-site learning objectives
  - vii. Immediately report any Student injury to designated OUSD contact
- b. Provision of Resources
- i. Provide work conditions, equipment, and facilities which are suitable for the learning objectives and which are healthy, safe, moral, and legal for Student
  - ii. If the Work Training Partner Program takes place on site, provide all transportation of Intern during Work Training Partner Program duties or direct Intern in how to take public transportation to complete duties. If the Work Training Partner Program includes transporting Student via motor vehicle, completed OUSD Declaration of Driver form(s) with current insurance information must be approved by OUSD Risk Manager prior to Work Training Partner Program and transport.
- c. Feedback
- i. Designate at least 15 minutes of regularly scheduled time every week to a one-on-one conversation with Student about his/her work
  - ii. Make time for at least two meetings per semester with work based learning staff as directed by the Intern's supervising teacher
  - iii. Immediately communicate with Student's supervising teacher about any problems with the Student's attendance, punctuality or behavior, or about any concern regarding the Student's well-being. This includes calling that same day if the Student is significantly late or absent, as well as contacting supervising teacher immediately if organization begins to consider ending the Work Training Partner Program prior to the end of the agreed upon term
  - iv. Complete Intern Performance Assessment forms prior to the end of Student's Work Training Partner Program
  - v. Write a letter of reference/recommendation for the Intern if they meet Work Training Partner Program expectations

## **5. Termination/Reassignment**

Failure to adhere to the stipulated guidelines by one or more of the parties may result in the termination of the Work Training Partner Program and/or a reduction in credits earned or stipend amount distributed to Student.

## 6. Signatures

### **Student**

If Student is 18 years of age or older and not conserved:

By signing below, I agree to the terms and conditions outlined above in this Agreement:

Student Name: \_\_\_\_\_

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

### **Student contact information:**

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### **Parent/Legal Guardian**

By signing below, I agree to the terms and conditions outlined above in this Agreement:

Parent/Guardian Name: \_\_\_\_\_

\_\_\_\_\_  
Parent/Legal Guardian Signature

\_\_\_\_\_  
Date

### **Parent/Legal Guardian contact information:**

Relationship to Student: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### **OUSD Representative**

OUSD Representative Name: \_\_\_\_\_

\_\_\_\_\_  
OUSD Representative Signature

\_\_\_\_\_  
Date

### **OUSD Representative contact information:**

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_



**Work Training Partner**

Through my signature, I \_\_\_\_\_ [Name of Host Supervisor] understand,  
and agree to fulfill, the duties and responsibilities outlined above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Work Training Partner Supervisor contact information:**

Organization: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## Exhibit A – Stipend Offer Letter

### SUMMER ECCCO: EXPLORING COLLEGE, CAREER, AND COMMUNITY OPTIONS STIPEND OFFER LETTER, COURSE AGREEMENT & W-9

We would like to congratulate you on your enrollment in OUSD's summer Work Training Partner Program ECCCO (Exploring College, Career, and Community Options). All of us at Oakland Unified School District and the Oakland Public Education Fund are excited that you will be participating!

#### OUSD COURSE EXPECTATIONS FOR STUDENTS:

In order to ensure that students are learning the most they can from their summer internship, or College Course, the ECCCO program carries expectations beyond those required by the Work Training Partner, internship host or college professor.

#### Please check the box next to each agreement to show understanding of these ECCCO expectations:

- ☐ Successfully complete your internship, Work Training Partner Program, or college class
- ☐ Complete time logs daily + submit to your ECCCO Advisor
- ☐ Attend and participate in every weekly seminar with your ECCCO Advisor/Teacher
- ☐ Complete weekly writing and interview assignments
- ☐ Present your learning in a formal Demonstration of Work-Based Learning Mastery to peers, family, teachers, and industry professionals in July

Stipend Amount Authorized by this Offer Letter	Total amount expected over the course of the program, pending successful completion of all expectations:
\$[x]	\$[x]

#### STATEMENT REGARDING NATURE OF RELATIONSHIP BETWEEN STUDENT AND OAKLAND ED FUND

OUSD and the Ed Fund categorize this as a non-paid academic experience. However, you will be awarded stipends, as noted above, to support any out of pocket costs incurred for your participation, assuming successful completion of the program. Pursuant to the Fair Labor Standards Act, we will abide by the U.S. Department of Labor's guidelines for unpaid interns. This document does not establish an employment relationship. (Details found on the U.S. Dept. of Labor website, Fact Sheet #71).

#### STUDENT CONDUCT/DISMISSAL:

Students are expected to maintain consistent attendance in ECCCO seminars and at internship or college CTE classes, and be evaluated as "Satisfactory" on their intern performance assessment or earn a grade of B or above in their college class. Failure to attend weekly seminars or meet internship site / Employer / CTE class performance expectations may result in dismissal from both the seminar and internship or CTE class. If students are released from their internship or CTE course, their ECCCO teacher and program administrator will determine whether an alternative internship placement is appropriate or if the student will be dismissed from the program entirely, forfeiting some or all of their stipend and/or credit.

#### CONFIRMATION BY SCHOOL/OUSD STAFF PERSON OF STIPEND OFFER

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### ACCEPTED AND AGREED TO BY STUDENT:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Student's School: \_\_\_\_\_ Student Phone: \_\_\_\_\_

OUSD Student ID# \_\_\_\_\_

**Exploring College, Career, and Community Options (ECCCO)  
Internship Host Organizations**

Alameda County Superior Court
Aspire Education / Community Reading Buddies
BAY-Peace
Brailsford & Dunlavey
BUILDON
Center for Youth Development through Law
Children's Fairyland
Civic Design Studio
DopeOnly Marketing
Friends of Peralta Hacienda
Gameheads
Girls Inc. of Alameda County
Harbor House Ministries
Inspire Behavioral Learning, LLC
Lend a Hand Foundation
Little Hearts United Childcare
Museum of Children's Art
Musically Minded
Oakland Ice Center
Oakland Kids First
Oakland Public Library
Ocelotl
Quattrocchi Kwok Architects
Ratcliff
Sequoia Foundation
Showin Out Hair Salon
Sprouts Chef Training
Tech Exchange
The Crucible
The IKUNA Group
Touchstone Climbing - Pacific Pipe
University of California at San Francisco
Waterside Workshops
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<b>Exploring College, Career, and Community Options (ECCCO) School Sites</b>
<b>Castlemont High School</b>
<b>Coliseum College Prep Academy</b>
<b>Dewey Academy</b>
<b>Fremont High School</b>
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<b>Rudsdale (not participating Summer 2025)</b>
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## **OUSD WORK TRAINING COMMITMENT**

In accordance with Cal. Code Regs. Tit. 5, § 10071, this OUSD Work Training Commitment (“**Work Training Commitment**”) sets forth the expectations applicable to the Work Training Partner Program (as defined below) between Oakland Unified School District (“**OUSD**”), the host organization (“**Work Training Partner**”), the participating OUSD student (“**Student**” or “**Intern**”), and the Student’s parent or guardian.

“Work Training Partner Program” refers to OUSD’s internship and work training program where OUSD’s Students may apply to gain Workplace Learning Experiences (as defined below) with the Work Training Partner.

“Workplace Learning Experience” refers to the workforce readiness training, professional experience, and/or other orientation activities.

### **1. The Student agrees to:**

- a. Complete all applicable required forms for the Work Training Partner Program by the requested due date including the Stipend Offer Letter set forth in Exhibit A and W9 tax information.
- b. Complete assigned hours and tasks as directed by the Work Training Partner and/or OUSD.
- c. Comply with all OUSD and/or Work Training Partner’s policies and procedures
- d. If the Work Training Partner Program takes place remotely, comply with all technological use policies and procedures imposed by OUSD and/or Work Training Partner
- e. If the Work Training Partner Program takes place on site, comply with all social distancing and hygiene policies and procedures imposed by OUSD, Work Training Partner, and/or state and local government (including use of PPE and/or cloth face coverings)
- f. If the Work Training Partner Program takes place on site, be responsible for his/her own transportation to and from the Work Training Partner Program site. Students may not operate Work Training Partner motor vehicles during the course of the Work Training Partner Program duties.
- g. Seek assistance for workplace problems from supervising teacher and/or Work Training Partner supervisor
- h. Complete and submit all time sheets by the posted due dates
- i. Acknowledge that he/she is not entitled to wages or a salary for work performed during the Work Training Partner Program unless otherwise noted in the position description. The awarded stipend is not considered wages or salary.
- j. Acknowledge that he/she is not guaranteed a job at the conclusion of the Work Training Partner Program

### **2. The parent/legal guardian agrees to:**

- a. Give permission for the Student to participate in the Work Training Partner Program and all related activities

- b. Support the Student's effort to meet the terms of the agreement above
- c. Assume responsibility for the safety, supervision, and conduct of the Student while off site, and/or while traveling to and from Work Training Partner Program site
- d. Consent to the release of the relevant Student records/information to Work Training Partner as needed to support the Work Training Partner Program
- e. If Work Training Partner Program takes place on site, arrange/provide transportation as necessary to and from the Work Training Partner Program site. The Work Training Partner may not drive any Interns during the course of Work Training Partner Program duties.
- f. Read and understand intern position and program descriptions and requirements to receive elective credit and, if applicable, Work Training Partner Program stipend
- g. Acknowledge that the Student is not entitled to wages or a salary for work performed during the Work Training Partner Program unless otherwise noted in the position description.
- h. Acknowledge that OUSD will provide Accident Insurance at no cost to Student for use in the event of eligible student injury sustained in connection with Work Training Partner Program duties, but that neither OUSD nor the Work Training Partner will provide Workers' Compensation Insurance
- i. Acknowledge that the Student is not guaranteed a job at the conclusion of the Work Training Partner Program
- j. Release all claims for injury, damage or loss arising in connection with participation in program and activities to the extent permitted by law:
- k. I, \_\_\_\_\_[Parent/Guardian Name], parent/guardian of \_\_\_\_\_[Student Name], hereby release and discharge OUSD and Work Training Partner, including their respective officers, employees, agents, and volunteers, from any and all claims for injury, illness, death, loss or damage as a result of my child's participation in Work Training Partner Program and related activities to the extent permitted by law. If the Work Training Partner Program takes place remotely, I understand that there are risks associated with use of technology, and that these risks could result in economic loss, injury, disability, illness, or death. If the Work Training Partner Program takes place on site, I understand that there are risks associated with my child leaving his/her residence, including the possibility of contracting COVID-19, and that these risks could result in economic loss, injury, disability, illness or death. This release and discharge extends to include all such losses.

Parent/Guardian Initials: \_\_\_\_\_

**I. Optional Data Sharing Permission:**

☐ I grant permission to Oakland Unified School District to share with the Host Organization the following information about my child, to facilitate her/his/their success in the Program and in school, in accordance with 34 C.F.R. § 99.30.

- Class Schedule
- Recent Attendance Records
- Grade Point Average
- Recent Grades
- Contact information of pertinent case managers, counselors, advisors, or other support staff

Parent/Guardian Initials: \_\_\_\_\_

**3. OUSD agrees to:**

- a. Review and approve Student's Work Training Partner Program site placement and scope of Intern duties, including verification that, if Work Training Partner Program will take place on site, such on-site work is permitted under the operative state and local shelter-in-place orders
- b. Create an individual training plan for the Student which outlines the specific objectives or competencies that the Student is expected to accomplish at the worksite
- c. If Work Training Partner Program takes place remotely, access remote programming/online platform (e.g., drop into Zoom meeting, access Google drive, etc.) at least twice per semester
- d. If Work Training Partner Program takes place on site, provide all personal protective equipment ("PPE") required by state or local order, as well as training on how to wear/use said PPE
- e. If Work Training Partner Program takes place on site, visit the Student's Work Training Partner Program site in order to observe Student's Work Training Partner Program activities, as well as compliance with all social distancing and hygiene policies and procedures (including use of PPE and/or cloth face coverings), at least twice per semester
- f. Meet with the Work Training Partner Program supervisor/mentor at least twice per semester (High risk activities may require more)
- g. Communicate with school, parents or guardians, Intern, and Work Training Partner regarding Intern's performance, progress in Work Training Partner Program, grade, evaluation, etc. as necessary
- h. Maintain program/Student records for each Student's participation, including but not limited to the Student's individualized training plan, his/her Work Training Partner program hours and job site, Work Training Partner's report of Student's attendance and job performance, the teacher's consultations and observations, and the student's grade and credits earned
- i. Ensure the Work Training Partner is provided with OUSD reporting procedures and necessary contact information for any Student injuries during Work Training Partner Program duties
- j. If the Work Training Partner Program takes place remotely, provide technology (e.g., laptop and/or hotspot) that the Intern needs to participate, to the extent that Intern does not already have it
- k. Provide Student with Accident Insurance at no cost to Student for use in the event of eligible student injury sustained in connection with Work Training Partner Program duties

**4. The Work Training Partner agrees to:**

- a. Training and Oversight
  - i. Offer training similar to that which would be provided in a vocational school, including meaningful and challenging work for Student to do during each work day, consistent with the Student's specific objectives
  - ii. Provide \_\_\_\_\_ hours of work for the Student over the course of the Work Training Partner Program
  - iii. Complete the Student's time log each scheduled work day
  - iv. Review and communicate organization's expectations and any pertinent policies, procedures, or processes that student will need to know in order to be successful, including technological use policy in the event that Work Training Partner Program takes place remotely and Student is required to participate via an online platform
  - v. Guarantee that the participation in the Work Training Partner Program is for the benefit of the Student, that the Student will not replace the Work Training Partner's regular employees, and that the Work Training Partner derives no immediate advantage from the activities of the Student

- vi. Provide adequate adult supervision at all times, and provide encouragement, support, and job training to fulfill the work-site learning objectives
  - vii. Immediately report any Student injury to designated OUSD contact
- b. Provision of Resources
- i. Provide work conditions, equipment, and facilities which are suitable for the learning objectives and which are healthy, safe, moral, and legal for Student
  - ii. If the Work Training Partner Program takes place on site, provide all transportation of Intern during Work Training Partner Program duties or direct Intern in how to take public transportation to complete duties. If the Work Training Partner Program includes transporting Student via motor vehicle, completed OUSD Declaration of Driver form(s) with current insurance information must be approved by OUSD Risk Manager prior to Work Training Partner Program and transport.
- c. Feedback
- i. Designate at least 15 minutes of regularly scheduled time every week to a one-on-one conversation with Student about his/her work
  - ii. Make time for at least two meetings per semester with work based learning staff as directed by the Intern's supervising teacher
  - iii. Immediately communicate with Student's supervising teacher about any problems with the Student's attendance, punctuality or behavior, or about any concern regarding the Student's well-being. This includes calling that same day if the Student is significantly late or absent, as well as contacting supervising teacher immediately if organization begins to consider ending the Work Training Partner Program prior to the end of the agreed upon term
  - iv. Complete Intern Performance Assessment forms prior to the end of Student's Work Training Partner Program
  - v. Write a letter of reference/recommendation for the Intern if they meet Work Training Partner Program expectations

## **5. Termination/Reassignment**

Failure to adhere to the stipulated guidelines by one or more of the parties may result in the termination of the Work Training Partner Program and/or a reduction in credits earned or stipend amount distributed to Student.



## 6. Signatures

### **Student**

If Student is 18 years of age or older and not conserved:

By signing below, I agree to the terms and conditions outlined above in this Agreement:

Student Name: \_\_\_\_\_

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

### **Student contact information:**

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### **Parent/Legal Guardian**

By signing below, I agree to the terms and conditions outlined above in this Agreement:

Parent/Guardian Name: \_\_\_\_\_

\_\_\_\_\_  
Parent/Legal Guardian Signature

\_\_\_\_\_  
Date

### **Parent/Legal Guardian contact information:**

Relationship to Student: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### **OUSD Representative**

OUSD Representative Name: \_\_\_\_\_

\_\_\_\_\_  
OUSD Representative Signature

\_\_\_\_\_  
Date

### **OUSD Representative contact information:**

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Work Training Partner**

Through my signature, I \_\_\_\_\_ [Name of Host Supervisor] understand,  
and agree to fulfill, the duties and responsibilities outlined above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Work Training Partner Supervisor contact information:**

Organization: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## Exhibit A – Stipend Offer Letter

### SUMMER ECCCO: EXPLORING COLLEGE, CAREER, AND COMMUNITY OPTIONS STIPEND OFFER LETTER, COURSE AGREEMENT & W-9

We would like to congratulate you on your enrollment in OUSD's summer Work Training Partner Program ECCCO (Exploring College, Career, and Community Options). All of us at Oakland Unified School District and the Oakland Public Education Fund are excited that you will be participating!

#### OUSD COURSE EXPECTATIONS FOR STUDENTS:

In order to ensure that students are learning the most they can from their summer internship, or College Course, the ECCCO program carries expectations beyond those required by the Work Training Partner, internship host or college professor.

#### Please check the box next to each agreement to show understanding of these ECCCO expectations:

- ☐ Successfully complete your internship, Work Training Partner Program, or college class
- ☐ Complete time logs daily + submit to your ECCCO Advisor
- ☐ Attend and participate in every weekly seminar with your ECCCO Advisor/Teacher
- ☐ Complete weekly writing and interview assignments
- ☐ Present your learning in a formal Demonstration of Work-Based Learning Mastery to peers, family, teachers, and industry professionals in July

Stipend Amount Authorized by this Offer Letter	Total amount expected over the course of the program, pending successful completion of all expectations:
\$[x]	\$[x]

#### STATEMENT REGARDING NATURE OF RELATIONSHIP BETWEEN STUDENT AND OAKLAND ED FUND

OUSD and the Ed Fund categorize this as a non-paid academic experience. However, you will be awarded stipends, as noted above, to support any out of pocket costs incurred for your participation, assuming successful completion of the program. Pursuant to the Fair Labor Standards Act, we will abide by the U.S. Department of Labor's guidelines for unpaid interns. This document does not establish an employment relationship. (Details found on the U.S. Dept. of Labor website, Fact Sheet #71).

#### STUDENT CONDUCT/DISMISSAL:

Students are expected to maintain consistent attendance in ECCCO seminars and at internship or college CTE classes, and be evaluated as "Satisfactory" on their intern performance assessment or earn a grade of B or above in their college class. Failure to attend weekly seminars or meet internship site / Employer / CTE class performance expectations may result in dismissal from both the seminar and internship or CTE class. If students are released from their internship or CTE course, their ECCCO teacher and program administrator will determine whether an alternative internship placement is appropriate or if the student will be dismissed from the program entirely, forfeiting some or all of their stipend and/or credit.

#### CONFIRMATION BY SCHOOL/OUSD STAFF PERSON OF STIPEND OFFER

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### ACCEPTED AND AGREED TO BY STUDENT:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Student's School: \_\_\_\_\_ Student Phone: \_\_\_\_\_

OUSD Student ID# \_\_\_\_\_

**Exploring College, Career, and Community Options (ECCCO)  
Internship Host Organizations**

Alameda County Superior Court
Aspire Education / Community Reading Buddies
BAY-Peace
Brailsford & Dunlavey
BUILDON
Center for Youth Development through Law
Children's Fairyland
Civic Design Studio
DopeOnly Marketing
Friends of Peralta Hacienda
Gameheads
Girls Inc. of Alameda County
Harbor House Ministries
Inspire Behavioral Learning, LLC
Lend a Hand Foundation
Little Hearts United Childcare
Museum of Children's Art
Musically Minded
Oakland Ice Center
Oakland Kids First
Oakland Public Library
Ocelotl
Quattrocchi Kwok Architects
Ratcliff
Sequoia Foundation
Showin Out Hair Salon
Sprouts Chef Training
Tech Exchange
The Crucible
The IKUNA Group
Touchstone Climbing - Pacific Pipe
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